

Lima, January 1st 2015

Dear Customer:

On behalf of Inversiones Libsa SAC; we are pleased to introduce our consulting services. With over 19 years experience in the Textil Industry, including senior management responsibilities with major Textile Factories in Perú.

We thank you for this opportunity and your interest in our services. We (LIBSA) have enjoyed our relationship and look forward to assisting your company in all future business the company might have. Based on our understanding, please consider this letter as the foundation for our agreement:

OBJECTIVE:

To assist the company in all their imports from Perú, which include product development assistance, vendor's identification, costing, production management structures, logistics structures, quality control inspections and shipments assistance as well as sales support in specialized exhibitions or shows.

SCOPE OF WORK:

Our assistance will concentrate on addressing and answering the following issues and questions:

1. Identifying those potential vendors or factories that would match the company's scope of business. Who are the prospective candidates?
2. Identifying the "value added" benefits of such a relationship.
3. What materials, programs, services, and people will be necessary for the venture to be successful?
4. What are the best avenues available for your company in working with the Peruvian Textile Industry?

PRODUCTION RESEARCH AND DEVELOPMENT:

- 1. Review of all factory's capacities and expertise** – We will suggest which factories are the best candidates to be in charge of production for your products, as well as handling all communications to assure that factories clearly understand all our customer design specifications.

2. **Review cost-effective structures** – We will research and negotiate fair FOB prices meeting the expected quality, minimums and terms of payment that your company requires.
3. **Product Development assistance** – We will suggest new styles reflecting up dated trends in the American / European market, product modifications and improvements, material changes as well as providing different tools to help your company sourcing structures, based on our textile market and production knowledge.
4. **Production Management Structures** – We will provide your company with our 19 years of experience in handling production processes, manufacturer's assistance and production pursuits, trims sourcing assistance, quality control systems during manufacturing processes and final quality control reports.
5. **Logistics Assistance** - We will personally contact all vendors to confirm the clear understanding of your company requirements as well as getting them all the required information to help in the coordination between vendors, factories and freight agents in order to assure the efficiency in all production and delivery aspects.
6. **Sales Assistance** – We will assist your company during specific shows or exhibitions as needed and appropriate, to help with the corporate image of your company based on our manufacturer's knowledge when dealing with potential customers, and confirming the in – country assistance your company provides.
7. **Ongoing advice and consultation** – We will make our services available to your company management throughout the research and development phases of this agreement's terms as needed.

DELIVERABLES:

1. Recommended and willing Peruvian textile partners.

PLAN OF WORK:

The distances and language barriers that separate us exacerbate everything. That is why *trust* becomes one of our most important assets.

For that reason we are proposing that we become an active member of your team. We will report directly to you on an as needed basis via phone and emails.

We will keep you advised of our activities.

RELATIONSHIP:

This is a consulting relationship. Our agreement is based on all the abovementioned services and we warrant that we are free to enter into and fully perform this agreement and are not subject to any employment or other agreements.

FEES & EXPENSES:

The actual retainer amount is usually set based on a best guess about the amount of time, knowledge, and/or services required during an average month. Sometimes one piece of knowledge or data or introduction is worth many times more than a monthly retainer

In this situation, Libsa and your company agree to the following:

1. Your company is committed to pay LIBSA a monthly fee of US\$ XXX.

ACTIVITIES:

Duties for the Company: LIBSA shall perform services at mutually agreeable times and locations during the term (as defined herein) of this Agreement. LIBSA shall perform its duties diligently and to the best of our ability and act in a manner designed to promote the best interests of the Company. In providing the services herein, LIBSA shall at all times be acting as an independent contractor of the Company, and not as an employee, sole agent or joint venture of the Company. LIBSA shall have no authority to bind the Company to any agreement or obligation

Other Activities: LIBSA shall be permitted to spend all of their other time in such manner as it determines, so long as it does not violate any provisions of this Agreement. Subject to the foregoing restrictions, LIBSA expressly retains the right to contract to provide services to other parties during the term of this Agreement.

TERM:

The term of this Agreement shall commence on January 1st 2015, and shall terminate 02 (two) years after on December 31st 2016. This Agreement can be extended with the consent of both parties.

REPORTING:

LIBSA is entitled to reports as required for maintenance of good communications. Because of the distances between the two parties, most of the communications will be via email.

BENEFITS:

- **Experience** – We have 19+ years experience in the Textile Industry, apparels and production management.
- **Time** – While not replacing your involvement in this project, our services allow you to remain focused on your day-to-day operating responsibilities during the business development.

CONFIDENTIALITY:

All knowledge and information, with respect to your company, acquired during our involvement in this project will be kept strictly confidential.

TERMINATION:

Your company may terminate this agreement with ninety (30) days written notice. In the event of termination, LIBSA will receive the total expenses incurred on both sides should be compensated.

We are looking forward to assisting you on this important and exciting business. Please feel free at any time during the course of events to question, comment, and discuss any of our work in progress. We welcome your input.

Sincerely yours,
Libre Salcedo
Managing Director

Agreed:

Libre Salcedo Acosta- Inversiones Libsa SAC

The Company